



## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	OAK CREEK SECTION 206 Site Preparation/Restoration	1	Lump Sum	\$20,300.00	\$20,300.00
0002	Curring & Removal of Steel Sheet Pile	1	Lump Sum	\$2,860.00	\$2,860.00
0003	Excavation and Disposal of Sediment				
0003AA	First 750 Cubic Yards	750	Cubic Yard	\$16.80	\$12,600.00
0003AB	Over 750 Cubic Yards	250	Cubic Yard	\$16.80	\$4,200.00
0004	Excavation & Disposal of Concrete Rubble				

0004AA	First 450 Ton	450	Short Ton	\$10.20	\$4,590.00
0004AB	Over 450 Ton	150	Short Ton	\$16.30	\$2,445.00
0005	Riprap Protections at DS-5				
0005AA	First 450 Ton	450	Short Ton	\$31.50	\$14,175.00
0005AB	Over 450 Ton	125	Short Ton	\$50.00	\$6,250.00
0006	Geotextile				
0006AA	First 1,100 Square Yard	1,100	Square Yard	\$2.25	\$2,475.00

0006AB	Over 1,100 Square yard	370	Square Yard	\$4.00	\$1,480.00
0007	Erosion Blanket				
0007AA	First 1,000 Square Yard	1,000	Square Yard	\$3.90	\$3,900.00
0007AB	Over 1,000 Square Yard	400	Square Yard	\$4.10	\$1,640.00
TOTAL EST. AMOUNT - \$76,915.00					

SOW

OAK CREEK, WISCONSIN  
SECTION 206  
SCOPE OF WORK

General: The scope of work consists of the removal of three steel sheet pile (SSP) drop structures along the Oak Creek to improve fish passage. The three sites are DS-4, DS-5, and DS-6. The contractor shall submit the five (5) plans provided as part of the work plan 30 days prior to start of work to meet State of Wisconsin Chapter 30 requirements. The sediment that has built up behind the SSP shall be removed prior to removal of the SSP. In addition, the island of sediment that has formed downstream of DS-5, and minor sediment that has deposited downstream of DS-4 shall be removed prior to removal of SSP. Concrete rubble is present at DS-5 and DS-6. This rubble may be removed and stockpiled for use at DS-5. In addition, the creek shall be graded to provide a maximum gradient of 5%, and grade disturbed side slopes to blend with existing banks. Side slopes shall not exceed 1.5H:1V without approval of the contracting officer representative. The disturbed areas shall be seeded and mulched. Erosion control fabric shall be used in place of mulch on the bank slopes. The Contractor shall attempt to maintain the existing thalweg. At DS-5, erosion has occurred along 50 feet of the west bank at a location approximately 100 feet upstream of the drop structure due to woody debris in the creek. The contractor shall remove the woody debris

and built up sediment from the creek and rebuild the bank slopes to match surrounding banks. The SSP shall be cut to be flush with surrounding concrete at DS-4 and DS-5. At DS-6 the SSP shall be cut to 1 foot below final grade. At DS-5, geotextile and medium riprap is required as shown on the contract drawings. The contractor may reuse acceptable concrete rubble stockpiled from DS-5 and DS-6.

**Bid Item No. 0001 - Site Preparation/ Restoration**

Payment will be made for costs associated with operations necessary for work associated with structures, include all labor, equipment, and materials for the movement of Contractor's equipment, supplies, and incidentals to and from the site and for site establishment. This item shall also include surface water controls, soil erosion controls, material storage area, site cleaning, clearing and grubbing, removal of woody debris upstream of DS-5, acquisition and payment of necessary permits and certifications, protection of utilities, acquisition of utilities, and all other Contractor work tasks not stated herein but that are included in this scope of work which are not part of bid items. Checklists for the five plans necessary to meet WDOT Chapter 30 permit requirements are provided. Questions regarding the format or content of the plans shall be directed to Heidi Hopkins of the Wisconsin Department of Natural Resources at 414-263-8522. All work must comply with the requirements of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, in addition to all OSHA requirements and State of Wisconsin DOT requirements. Work included in this bid item shall be paid as a lump sum cost.

**Bid Item No. 0002 - Cutting and Removal of Steel Sheet Pile**

Payment will be made for costs associated with cutting, removing, and disposing of the SSP as specified on the drawings as a lump sum cost. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for the lump sum item.

**Bid Item No. 0003 - Excavation and Disposal of Sediment**

Payment will be made for costs associated with excavation and disposal of existing sediment buildup behind SSP structures to be removed, as well as sediment downstream of DS-4 and DS-5, as specified on drawings. Also included in this bid item is any excavation of upstream sediment necessary to meet the stream gradient specified on the plans. Disposal of the sediment shall be at the U.S. Army Corps of Engineers Confined Disposal Facility (CDF) in Milwaukee, Wisconsin. The contractor will not be assessed a disposal fee for placement of the sediment at the CDF. The contractor shall include costs for excavation and transportation only. Excavated material from the project site, acceptably removed by the Contractor, will be measured for payment by the cubic yards. Determination of the quantity of satisfactory excavated materials removed will be made by truckload and confirmed by the on-site government representative.

**Bid Item No. 0004 - Excavation & Disposal of Concrete Rubble**

Payment will be made for costs associated with excavating and disposing of existing concrete rubble at Drop Structure #5 (DS-5) and Drop Structure #6 (DS-6). Concrete rubble will be measured for payment by the short ton (2,000 pounds) by weighing each truckload to the nearest 0.1 ton, and the final quantity of the whole sum will be rounded to the nearest whole ton.

**Bid Item No. 0005 – Riprap protection at DS-5**

Payment will be made for costs associated with placement of riprap at Drop Structure #5 meeting WDOT requirements for "medium riprap". Concrete rubble excavated under Bid Item 0004 may be reused at Drop Structure #5 if it meets WDOT size and gradation requirements for "medium riprap". Crushing the concrete to meet the specifications is acceptable. Costs will be measured for payment by the short ton (2,000 pounds) by weighing each truckload to the nearest 0.1 ton, and the final quantity of the whole sum will be rounded to the nearest whole ton.

Bid Item No. 0006 – Geotextile

Payment will be made for all costs associated with the required geotextile materials and placement at DS-5. Costs for geotextile will be paid for in square yards.

Bid Item No. 0007 - Erosion Blanket

Payment will be made for all costs associated with the required erosion blanket and placement on disturbed slopes at DS-4, DS-5, and DS-6. Costs for the Erosion Blanket will be made in square yards.

**NOTE:** Wage Decision Nos. WI0030001, WI030010 and WI030019 are applicable to this project.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

252.246-7000      Material Inspection And Receiving Report

MAR 2003

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
252.242-7000	Postaward Conference	DEC 1991



## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the [U.S. Army Corps of Engineers, Detroit District](#) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the [U.S. Army Corps of Engineers](#), Detroit District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the [U. S. Army Corps of Engineers, Detroit District](#) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items)	OCT 2003
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jun 2003) - Alternate I	OCT 1995
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995

52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

##### **Payment Bond or Irrevocable Letter of Credit**

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within five (5) days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)